

INVITATION FOR BIDS

CCK-2694-23 ADDENDUM# 2 03/14/2023

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

IMPORTANT: BID AND ADDENDUM MUST BE RECEIVED BY: 04/13/2023 @ 3:00 P.M. LEXINGTON, KY TIME

Bidder must acknowledge receipt of this and any addendum as stated in the Invitation for Bids.

- 1. Please refer to and incorporate into your offer, the attached, updated information from the Project Team.
- 2. If you have any questions, please contact Ken Scott at the number below or at cckbidquestions@uky.edu.

OFFICIAL APPROVAL UNIVERSITY OF KENTUCKY	<u>SIGNATURE</u>
Ken Scott 03/14/2023	
Ken Scott / (859) 257-9102	Typed or Printed Name

University of Kentucky Purchasing Division 322 Peterson Service Building Lexington, KY 40506-0005

UK MEMORIAL COLISEUM

TRADE SCOPE CLARIFICATIONS
Congleton – Hacker Company

Issued with Addendum #2 03/14/23

Attachments to Addendum #2

- Attachment #1 List of UK Direct Purchase Items
- Attachment #2 Fire Alarm Allowance and Scope Letter
- Attachment #3 Sketch depicting new Attic openings for AHU access

Clarifications for All Trade Packages

General Notes for All Trade Packages

1) All bids will be considered final pricing. Once a contract is issued for each scope the pricing is locked and the subcontractor will be responsible for any future price increases. The owner will not entertain any adjustments to the contract as a result of material price escalation. All bidders must include any forecasted cost increases in their bid.

Clarifications for Individual Trade Packages

TC - A - Earthwork/Sitework

- 1) TC-A is responsible for all tree protection as defined by Sheet SD0.2 TC-A will be required to hire an Arborist to determine how to safely prune any trees or roots requiring pruning for below ground or above ground excavation. This applies to all underground utilities not just those provided by TC-A.
- 2) TC-A shall include on **Sheets SD0.4**, **SD0.5** and **SD0.6** the following notes:
 - 1,2,3,4,5,6,7,8,9,10,11 and 13.
- 3) TC-A shall include on **Sheets SD1.2**, **SD1.3**, **SD1.4** the following notes:
 - Note 0 subpart a,b,c,d and e.
 - Note 1 subpart a,b,and c
 - Note 4 subpart c
 - Note 7 subpart a,b,c,d,e and f.
- 4) TC-A shall include on **Sheet U100A** the following notes:
 - 34,35,36,37,38,39,40,42,43,44,46,49,51,52 and 53
- 5) TC-A shall include on **Sheet U100B** the following notes:
 - 6,11,12,13,14

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- 6) TC-A shall include installation of the storm sewer with the existing sidewalks in place. TC-A shall preserve existing sidewalks until March of 2024.
- 7) TC-A shall furnish and install all erosion control measures as defined by SD0.1 including the temporary Construction Entrance, silt fence and inlet protection.
- 8) Revise Scope Item #12H in TC-A Scope to remove the reference to Site Signage. Site Signage will be provided by others.
- 9) Revise Spec Section listing in TC-A Scope to remove the reference to Permanent Erosion Control. This Spec Section has been removed from the project.
- 10) TC-A shall include the water filled barriers as shown on the site logistics plan.
- 11) TC-A shall include any grade work for the temporary concrete pathway from the Coal Lodge to Euclid Avenue.
- 12) TC-A shall include 100 man hours and \$4,000 material for misc., dewatering, erosion control, project fence changes as coordinated with Construction Manager.

TC – B – Selective Demolition

- 1) ALL asbestos abatement will be completed prior to TC-B commencing with the selective demo. An updated demo plan will be issued via addendum if ceilings or walls are removed as part of the asbestos abatement process.
- 2) TC-B Demo SHALL include ALL mechanical, electrical and plumbing demolition in the existing attic and in all other demolished areas. (Only fire suppression piping shall remain in attic.) MEP trades will disconnect, cut, cap and make safe any existing MEP piping, duct or conduit in preparation for TC-B to demolish.
- 3) TC-B shall NOT include the roof demolition TC-H Roofing shall be responsible for demolishing and removing the existing roof membrane and insulation. This roof debris is to be collected and hauled off site by TC-H and not deposited in the job dumpsters.
- 4) TC-B shall have all of the structural demolition required at the Arena Bowl for the new Super-Vom and premium seating areas. TC-B shall include any shoring necessary to safely complete this demolition.
- 5) TC-B demo shall leave demolished areas ready for new work. This may require a return trip for clean-up work such as grinding remaining metal or concrete if not completed during the initial demolition process.
- 6) TC-B shall include on **D200A thru D230D and D300 thru D303** the following notes:
 - Window Demo Notes: W-5
 - Ceiling Demo Notes: C1,C2,C3,C4,C5,C6,C7
 - **Door Demo** Notes: D1,D2,D3,D4,D5
 - **Finish Demo** Notes: F1,F23,F3,F4,F5,F6,F7,F8,F9,F10
 - Misc Demo Notes: M1,M2,M3,M4,M5,M6,M7,M9,M10,M11
 - Partition Demo Notes: P1,P2,P3

- 7) TC-B shall include on **D240A thru D240D** the following notes:
 - Roof Demo Notes: R11

TC - C - Concrete

- 1) TC-C shall include on **Sheets SD1.2**, **SD1.3**, **SD1.4** the following notes:
 - Note 2 subpart a,b,c,d and e.
 - Note 3 subpart a,b,c and d
 - Note 4 subpart a,b,c,d,e and f.
 - Note 5 concrete foundations only
 - Note 6 subpart e
 - Note 10 concrete foundations only
 - Note 15 subpart b
- 2) Revise TC-C title on page 293 to remove reference to General Trades Should only be referred to as TC-C Concrete.
- 3) TC-C shall furnish and install a temporary 3" thick by 4 ft. wide concrete pathway from the Coal Lodge to Euclid Avenue, per the Site Logistics plans. Include the removal of this pathway at the conclusion of the project.
- 4) TC-C shall include the demo and replacement of slab on grade concrete necessary for the below slab MEP work on the Event level as defined by the Structural Drawings.
- 5) TC-C shall install all fixed steel bollards provided by others. TC-C shall furnish and install the plastic sleeve covering the bollard following the placement of concrete.
- 6) TC-C shall include any excavation or backfill as required for this scope of work. This will include the removal of any spoils from the site.
- 7) TC-C shall include the work on the existing ramps TC-C shall include the preparation of the existing surface prior to placement of new concrete. TC-C shall include any foam fill required.
- 8) TC-C shall provide & maintain any underpinning if necessary to complete this scope of work including, but not limited to, excavation of the Elevator Pits.
- 9) TC-C shall include all shoring required for the completion of Ticket Kiosk Canopy as shown on A1/S407.
- 10) TC-C shall revise Scope Item #14: Add "and conduit"
- 11) TC-C shall include all 4", 6" and 8" thick concrete pavements.
- 12) TC-C shall NOT include the excavation associated with the new Steam Vault shown on sheet S270 excavation to be performed by TC-T. TC-C will include all waterproofing and vault accessories (ladders, lids etc).

TC - D - Masonry

- 1) TC-D shall include on **Sheets SD1.2**, **SD1.3**, **SD1.4** the following notes:
 - a. Note 5 subpart a,b,c,d and e.
 - b. Note 10 (concrete foundations and steel post by others)

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- 2) TC-D shall include on **D200A thru D230D and D300 thru D303** the following notes:
 - Window Demo Notes: W2Partition Demo Notes: P4
 - Roof Demo Notes: R9
- 3) TC-D shall include on **D240A thru D240D** the following notes:
 - Roof Demo Notes: R9
- 4) TC-D shall include temporary shoring and reinforcement of Masonry openings
- 5) TC-D shall include any lateral bracing as required per details on sheet G005
- TC-D shall include temporary heat of all work necessary to complete scope of work in the winter months
- 7) TC-D shall include all work as defined by **Spec Section 101424 Signs** for the War Memorials. TC-D shall include installation of Metal plaques on the War Memorials.
- 8) TC-D shall include all work associated with Note 19 on sheet A300.
- 9) TC-D shall include masonry repairs in base bid on the front elevation of the building, pilasters, stone parapet roof cap or glass block as the base-bid The restoration work at the sides of the building shall be part of an allowance to be defined in a forthcoming addendum.
- 10) TC-D shall include provisions for shoring in Detail G1/S405.

TC – E – Steel

- 1) TC-E shall be responsible for removing 6 existing beams at the attic level per the sketch attached to this addendum. These beams (3 at the North and 3 at the South) will need to be removed in order to create the 14 X 21 openings needed to hoist the AHU into place. Include the re-installation of these 6 beams following the completion of the AHU hoisting. Refer to Attachment #3 for a sketch of these openings.
- 2) TC-E shall remove the requirement of Spec Section 05 5050. TC-F will perform the work defined by 05 5050.
- 3) TC-E shall include all steel railing and grating required at the Attic Level.
- 4) TC-E shall be responsible for ALL field measurements required for this scope or work. Any field modifications required for proper fit and finish will be the responsibility of this contractor.

TC - F - General Trades

- 1) TC-F shall include on **Sheets SD1.2**, **SD1.3**, **SD1.4** the following notes:
 - Note 6 subpart a,b,c,and d
 - Note 8 subpart a,b,and c
 - Note 9 subpart a,b,c,and d
 - Note 13

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- 2) TC-F shall include on **D200A thru D230D and D300 thru D303** the following notes:
 - Window Demo Notes: W3, W4
 - **Door Demo** Notes: D6,D7,D8
 - **Misc. Demo** Notes: M8,M12,M13,M15, M17,M18,M20,M25
- 3) TC-F shall include on **D240A thru D240D** the following notes:
 - Roof Demo Notes: R5 TC-F shall provide the concrete topping restoration at this canopy (Roof demo by others)
- 4) TC-F shall furnish and install all ornamental and removable site bollards.
- 5) TC-F shall furnish and install the scaffolding as defined by the CM Scaffolding plan. Scaffolding plan will be released in a future addendum.
- 6) Revise Spec Section listing for Bicycle Racks to Section 129313.
- 7) TC-F shall include Spec Section 05 5050. This includes but in not limited to the cleaning of the existing ticket booth metal grills.
- 8) TC-F shall provide the shoring described by Detail A5/S303.
- 9) TC-F shall include Spec Section 078100 Applied Fireproofing. Only the underside of the new Club receives Applied Fireproofing.
- 10) TC-F shall include **\$10,000 Allowance** for modifications to the existing wooden Handrails and existing wood catwalks in the attic.
- 11) Site Fencing Add Additional Gates & Fencing Allowance in case access needs to be relocated
- 12) TC-F shall provide for a period of 12 months 2 metal heavy-duty dumping Trash Hoppers. Eight (8) Plastic rolling trash hoppers 8 push brooms, 8 normal brooms and 4 metal dust pans.
- 13) TC-F shall provide a Telehandler and operator for a period of 6 months starting in August of 2023.

TC - G - Casework & Millwork

- 1) TC-G shall include the installation of the existing bleacher planks on the arena walls. These bleachers shall be salvaged by TC-B Demo and stored on site. TC-G will be responsible for any adjustments to the planks to insure fit and finish. This includes any furring or framing required to mount the planks on the CMU.
- TC-G shall include all counter-tops and supporting frames as defined by spec section 064100 including all club bars, concessions, lobby display cases, women's basketball locker room.
- 3) TC-G shall include the CDB1 flooring planks in the women's locker room.

TC - H - Roofing

- 1) TC-H shall include on **D240A thru D240D** the following notes:
 - **Roof Demo** Notes: R1,R2,R3,R4,R5 (Demo only concrete repair by others) R6,R7,R8,R10,R12,R13
- 2) TC-H shall include on **D300 thru D303** the following notes:
 - Roof Demo Notes: R1,R2,R3,R4,R5 (Demo only concrete repair by others) R6,R7,R8,R10,R12,R13
- 3) TC-H shall be responsible for demolishing and removing the existing roof membrane and insulation. This roof debris is to be collected and hauled off site by TC-H and not deposited in the job dumpsters.
- 4) TC-H shall include Spec Section 076200 Sheet Metal Flashing and Trim.
- 5) TC-H shall be responsible for removing and replacing the existing roof in a phased manner so as to not expose the interior of the space to potential water damage. Ideally, only the area of roofing should be removed that can be dried in the same day.
- 6) TC-H shall provide, install and maintain OSHA compliant Temporary protection of openings created by the demolition process.

TC – I – Doors, Security & Specialties

1) TC-I shall be responsible for re-hanging existing doors that are removed and salvaged by the demo package. Include any needed adjustments or modifications to make hardware fit existing doors or frames. Include the labor to re-install doors with hardware.

TC - J - Glass/Glazing

- 1) TC-J shall include on D200A thru D230D and D300 thru D303 the following notes:
 - Window Demo Notes: W1
- 2) TC-J Glass and Glazing shall include the window demo in their scope of work. Existing windows can be left in place until the new windows are ready to be installed. All openings must be secure and weather tight at the end of each work day Any opening left over night will require a secure, weather tight temporary infill.
- 3) TC-J shall include all glass at the new display cases in the South lobby.

TC - K - Drywall & Ceilings

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- 1) TC-K shall be responsible for the plaster restoration at the concourse level as well as lobby and ramp areas.
- 2) At ADA platform detail A8/S409 TC-K shall include the Bent Plate at the leading edge to support the railing.
- 3) TC-K shall include seismic bracing where required.
- 4) TC-K shall include an **allowance of \$5,000** for misc. fire caulking and sealing of existing penetrations.
- 5) TC-K shall provide, install, and maintain temporary protection of a single Elevator cab throughout the 3 month usage period. Protection shall consist of a minimum of 1-1/2" layer of rigid insulation at all exposed surfaces including the elevator frames.
- 6) TC-K shall include the construction of all Temporary Walls/Barriers as shown on the Interior Logistics plan. This plan will be released in a future addendum.
- Revise Item #31 remove reference is to Linear Metal Ceilings and delegated design.
 Change reference to Acoustical Metal Pan Ceiling.
- 8) Include all access panels in arena ceiling as shown on the RCP.
- 9) TC-K shall include any custom colors at any of the ceiling types shown.

TC - L - Decorative Railings

1) TC-L shall furnish and install all work associated with the ADA Platforms as shown in detail A8/S409.

TC - M - Tile & Terrazzo

- 1) TC-B Demo shall be responsible for demolishing the existing terrazzo up to within 2ft of the terrazzo to remain. The remaining 2ft and the detail work associated with trimming and defining the existing terrazzo work shall be by TC-M.
- TC-M Terrazzo/Tile shall be required to match the existing terrazzo patch and polish.
 Include the cost of a 4X4 mock-up to verify match prior to procuring the terrazzo for the
 entire project.
- 3) TC-M shall include all work required for the Lobby logo patching.

TC - N - Resilient Flooring & Carpet

TC - O - Painting

- 1) TC-O shall include all work for Spec 099600 High Performance Coating
- 2) **Revise note #18 in TC-O** Any reference to resinous flooring shall be changed to Epoxy flooring. TC-O will be responsible for furnishing and installing the epoxy flooring.
- 3) TC-O shall paint reglets and reveals if required by the architectural details.

TC – P – Food Service Equipment

TC - Q - Window Treatments

TC - S - Conveying Systems

TC - T - Plumbing & Mechanical

- 1) TC-T shall include the unloading, rigging and placement of the new Custom AHU's at the attic level. These units will be procured directly by the owner but they will need to be hoisted into place from the arena floor. A 21'X14' opening will be created at both the North end and the South end in the steel structure for access. **Refer to Attachment #3.**
- 2) TC-T shall NOT include the concrete work associated with the new Steam Vault shown on sheet S270 this will be furnished by TC-C Concrete. TC-C will include all waterproofing and vault accessories (ladders, lids etc). TC-T shall include all excavation for the new Steam vault.
- 3) TC-T shall be responsible to REMOVE, STORE and Re-INSTALL the Big Ass Fans currently located in the arena ceilings. Include an **allowance of \$12,000** for this removal and re-installation.

TC - U - Fire Protection

- 1) TC-U shall include on **Sheet U100A** the following notes:
 - 12,13,15, 47 and 48

TC - V - Electrical

- 1) TC-V shall include on **Sheet U100A** the following notes:
 - 1,2,3,4,5,6,7,11,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,41,45,54
- 2) TC-V shall include on **Sheet U100B** the following notes:
 - 1,2,3,4,5,6,7,8,9,10,15,16,17,18,19,20,21,22,23 and 24
- 3) The fire alarm will be required under TC-V Electrical. Included in this addendum is the quote from Johnson Control for the value of Fire Alarm System.
- 4) TC-V shall include an **allowance of \$15,000** for rock removal to be quantified during the site utility excavation.
- 5) The specialty court lighting will be purchased under an RFP direct by the owner. TC-V will be responsible for installing the court lighting. In addition, TC-V will be responsible for the delegated design as well as furnishing and installing the structural truss supporting the court lights. TC-V shall include any additional miscellaneous steel framing to support the trusses where the truss doesn't align with the existing structure.

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TC - W - Communication

1) Clarification - Paragraph 33.1 of the Special Conditions – Disregard any mention of UK providing the low voltage cabling. TC-W will provide and install all low voltage cabling.

TC - X - Landscaping & Irrigation

- 1) Remove all reference to Underground Sprinklers 328423 this spec has been removed from the project.
- 2) Remove all reference to Irrigation 328400 this spec has been removed from the project.
- 3) TC-X contractor shall be responsible for maintenance of the landscaping material for three months following substantial completion.
- 4) TC-X shall furnish and install the edging, fabric and decorative stone shown on the Stone Mow Strip detail I / SD4.2

UK Memorial Coliseum - Direct Purchase List Updated 3/14/2023

Title Includes:

1	Gym Floor - Wood playing surface	Floor prep, new flooring furnish and install included in the RFP.
2	Women's BB Lockers	Custom wood locker fabrication and installation at WBB.
3	Graphics	Design, fabrication and installation of graphics, directional signage and room signage.
4	Fixed Seating	Court seating and Meeting room seating
5	Furnishing	Offices, Club and Misc Furnishing. 12-14 week lead time for High Density Shelving is included (Patterson Pope).
6	Mechanical Equipment	Custom Air Handler Units
7	Pump VFDs (x3) & AHU VFDs (x8)	For Pumps and AHU
8	Electrical Gear	Switch gear and ATS
9	Electrical Gear	High Voltage Switch
10	Court Lighting	Fixed court lighting and delgated desing of truss system.
11	Scoreboard	Use original scoreboard mfr/installer
12	Take 1	Production Room Equipment
13	Emergency Generator	Emergency Generator





Johnson Controls Fire Protection LP Quotation

To: University of Kentucky Room 222 Peterson Service Building Lexington, KY 40506 Project: UK Memorial Coliseum Renov. FA - CPQ-372915

Johnson Controls Reference: 650372915

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Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

THIS PRICE WILL BE HONORED FOR 30 DAYS FROM THE DATE LISTED ON THE PROPOSAL. THIS IS DUE TO MATERIAL COST VOLITILITY.

LINE ITEM	DETAILS	PRICE
PHASE 1 - PANEL, NOTIFICATION, AND DETECTION	FACP AND DEVICES FOR NOTIFICATION AND DETECTION FOR OCCUPIED SPACES.	\$89,500.00
BASE BID - FIRE ALARM	BASE BID	\$320,300.00
ALTERNATE - FIRE ALARM CATS	ALTERNATE	\$61,200.00
TOTAL		\$471,000.00

This quote is for Johnson Controls Fire Protection (JCFP) to provide parts and programming for the fire alarm system for the UK Memorial Coliseum renovation project.

The following items were utilized for takeoff / design:

- 95% QC Drawings dated 1/23/2023
- Fire Alarm Specification (as noted by JCFP)

This price includes the following items:

- · Design / CAD
- · State submittal fees





- · Equipment
- Shipping
- · Commissioning / Acceptance testing
 - * I have included an additional trip for each elevator. This is due to the state elevator inspector requiring a pretest of the elevator recall as well as the final test.
- · 1 year of central station monitoring

The electrical contractor shall provide and install all conduit, back boxes, 120v circuits, wiring, and device trim out per the approved JCFP drawings. A Simplex TrueStart tool is included in this proposal for the awarded electrical contractors use. The TrueStart is a programmable meter that they can use to confirm all installed circuits and field devices are installed properly.

PROJECT SPECIFIC DETAILS:

- Phase 1 FACP, Temporary Detection and Notification
 - FACP to be installed in B015A Electrical room
 - · A cellular dialer is provided and monitoring will be setup to contact who the CM and UK desires.
 - Addressable input module are provided and will be used to tie the existing sprinkler tamper and flow switches to the new FACP.
 - Addressable input modules and Protectowire will be used to provided fire detection at the separation between the construction area and the CATS area and Coaches office area.
 - Fire alarm notification devices are provided for the areas that will remain occupied during construction.
 - Relay and input modules will be provided for interconnection of the new FACP to the Joe Craft FACP.
 - A transponder panel will be located in the CATS area for picking up the existing fire alarm devices in the CATS area.
 - The Mapnet card from the original FACP will be relocated to the CATS transponder in order to provide the SLC for the existing addressable Mapnet devices.
 - Addressable relays will be provided in order to pick up the control functions in the existing FACP.
 - JCFP will decommission the existing FACP so that it can be demolished.
 - The whole in the wall that the existing FACP is in will be utilized for the Voice Command Annunciator panel to be installed in the base bid.
- Base Bid
 - A transponder panel will be located in area C or D in order to distribute circuits for that side of the arena.
 - · All notification devices in the coaches offices on the concourse level will be replaced and tied to the Memorial FACP.
 - The new fire alarm system will have the capability to be set to a Positive Alarm Sequence function to be utilized by the UK fire marshal office during events. This function will be password protected.
 - 6 multi mode fiber optic strands will need to be provided to the new FACP location. (this is not in the scope for JCFP)
 - The new FACP will be added to the campus network.
- · Alternate CATS Area





- If the alternate is accepted, all the fire alarm circuits and equipment in the CATS area will be replaced and tied to the new FACP.
- An annunciator panel will be located at the CATS entrance.



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QTY	MODEL NUMBER	DESCRIPTION
2	2081-9281	50AH BATTERY CABINET, BEIGE
4	2081-9296	BATTERY 50AH
1	SSU00460	10 PK ADDRESS LABEL PLATE 4 SQ
1	VIP-801A-IC	IP PAGE ADAPTER ONE PORT
2	2081-9276	BATTERY 33AH
1	LE4010CF-AT	AT&T LTE UNIVERSAL CELLULAR FI
1	4090-9051	SUPERVISED IAM
	TRUESTART	
1	TRUESTART2	TSI2 INSTRUMENT IDNET/IDNAC
1	4100-9921	4100ES RETROKT 2 BAY BGE GLS D

PHASE 1 - PANEL, NOTIFICATION, AND DETECTION

FACP

1	4100-9701	ES-PS MSTR CTRLR 2X40
1	41002153	3Bay Glass Dr Pkg Factory Only
1	41007905	FACTORY BUILT-MAIN CONFIGURED
1	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	4100-5402	ES-XPS POWER SUPPLY
1	4100-2504	CS GATEWAY W/IP COM 4100 SIDE
3	4100-5451	IDNAC CARD
1	4100-6310	ESNET NTWK INTERFACE CARD FLAT
1	4100-6309	ES NET MM FIBER MEDIA CARD
3	4100-0644	120V ES-PS PDM HARNESS
1	4100-0634	POWER DISTRIBUTION MODULE 120V
1	4100-1294	LED/SWITCH SLIDE-IN LABEL KIT
1	4100-7912	SEISMIC BRACKET LEGACY CARDS
2	4100-5131	ES-PS FAN MODULE
1	4100-1412	ES NET BASIC AUDIO W/MIC
1	4100-1252	AUDIO IF MODULE, SGL CHANNEL
1	4100-1329	DIG. 100W AMP,6NAC,120VAC,70V
1	4100-1274	MICROPHONE MUX MODULE
1	4100-1240	AUX AUDIO INPUT MODULE
1	4100-1284	8 SW, 16 RED/GREEN LED MODULE



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QTY	MODEL NUMBER	DESCRIPTION
1	4100-1288	64/64 LED/SWITCH CONTROLLER
2	4100-0011	FACTORY USE ONLY-AUDIO SHIPKIT
12	4100-1279	2 BLANK DISPLAY MODULE
1	4100-5401	ES-PS POWER SUPPLY
1	4100-3117	MSTR CTLR IDNET2, FACTORY ONLY
	TRANS (CATS)	
1	4100-9601	LOCAL MODE TRANSPONDER
1	41002162	INDICATOR ONLY 2 BAY SOLID
1	41007905	FACTORY BUILT-MAIN CONFIGURED
1	4100-5401	ES-PS POWER SUPPLY
1	4100-5402	ES-XPS POWER SUPPLY
2	4100-5450	NAC CARD
2	4100-0644	120V ES-PS PDM HARNESS
1	4100-0634	POWER DISTRIBUTION MODULE 120V
1	4100-7912	SEISMIC BRACKET LEGACY CARDS
2	4100-5131	ES-PS FAN MODULE
	HEADEND EQUIPMENT	
1	2975-9446	3 BAY BB/GDOOR/DRESS PNL PLAT
1	2975-9451	2 BAY BOX& SOLID DOOR PLATINUM
	PH1 INITIATING DEVICES	3
2	4098-9792	SENSOR BASE
2	4098-9714	PHOTO SENSOR
	PH1 NOTIFICATION DEVI	CES
13	49HFV-APPLC	HIFI SV APPLIANC ONLY CEILING
13	49SVC-CWFIRE	SV COVER CEIL WHITE FIRE
3	SSU00481	TCC BRKT 4SQ/KEY WAY 5 PACK
3	SSU00483	TCC 5" BOX, 2.75"D GLAV 5 PACK
	PH1 SPRINKLER MONITO	DRING
30	4090-9001	SUPERVISED IAM
30	YJ1283	SINGLE GANG IAM BRACKET

PH1 TEMPORARY LINEAR HEAT DETECTION

OVERVOLTAGE SUPPRESSOR

1 2081-9044



Johnson Controls Reference: 650372915

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	MODEL	
QTY	NUMBER	DESCRIPTION
15	ZB-5-QC	NON-METALLIC MOISTURE PROOF BO
25	SR-502	STRAIN RELIEF CONNECTOR
1	CTI CAL KIT	CALIBRATION KIT, CTI - INCLUDE
5	CTIC	CTI SPLICING KIT COMPLETE W/CO
1000	CTI-155X	PROTECTOWIRE, TYPE CTI-X 155F
1	4090-9101	ZAM CLASS B MONITOR, IDNET
1	4090-9802	COVER-ADDRESS MODULE SURFACE

OLD FACP RELAY PICKUP

5 4090-9010 8 AMP RELAY IAM MODULE

5 4090-9802 COVER-ADDRESS MODULE SURFACE

JOE CRAFT FACP TRIP

1 4090-9002 RELAY IAM

1 4090-9802 COVER-ADDRESS MODULE SURFACE

1 4090-9051 SUPERVISED IAM

CENTRAL STATION MONITORING

DPSVC DP SVCS (PERMITS/FEES/BONDS)

PROFESSIONAL LABOR

DSGN LAB DESIGN LABOR
CAD LAB CAD LABOR

PM LAB PROJECT/CONSTRUCTION MGMT

COMM LAB COMMISSIONING LABOR

MISC

1 DPFA DP FIRE ALARM

BASE BID - FIRE ALARM

TRANS (Area C)

1	4100-9601	LOCAL MODE TRANSPONDER
1	41002163	INDICATOR ONLY 3 BAY SOLID
1	41007905	FACTORY BUILT-MAIN CONFIGURED
2	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
2	4100-5401	ES-PS POWER SUPPLY



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MODEL NUMBER 4100-5402	DESCRIPTION ES-XPS POWER SUPPLY
4100-5402	ES-YPS DOWED SLIDDLY
	LJ-AFJ FUWLN JUFFLI
4100-0622	DIGITAL AUDIO RISER MODULE
4100-5451	IDNAC CARD
4100-3109	IDNET2 250PT 2 LOOP MODULE
4100-0644	120V ES-PS PDM HARNESS
4100-0634	POWER DISTRIBUTION MODULE 120\
4100-7912	SEISMIC BRACKET LEGACY CARDS
4100-5131	ES-PS FAN MODULE
4100-1329	DIG. 100W AMP,6NAC,120VAC,70V
4100-2320	AUDIO EXPANSION BAY
VCC	
4100-9610	REMOTE ANNUNCIATOR
41002152	2Bay Glass Dr Pkg Factory Only
41007905	FACTORY BUILT-MAIN CONFIGURED
4100-2300	EXPANSION BAY (PHASE 10 ONLY)
4100-5401	ES-PS POWER SUPPLY
4100-1292	REMOTE PANEL MOUNT LCD AUUNU
4100-0644	120V ES-PS PDM HARNESS
4100-0634	POWER DISTRIBUTION MODULE 120\
4100-1244	REMOTE AUDIO INTERFACE W/MIC
4100-1252	AUDIO IF MODULE, SGL CHANNEL
4100-0011	FACTORY USE ONLY-AUDIO SHIPKIT
4100-1288	64/64 LED/SWITCH CONTROLLER
4100-1279	2 BLANK DISPLAY MODULE
MISC. HEADEND EQUIP	MENT
SSU00460	10 PK ADDRESS LABEL PLATE 4 SQ
2975-9446	3 BAY BB/GDOOR/DRESS PNL PLAT
2081-9281	50AH BATTERY CABINET, BEIGE
2081-9296	BATTERY 50AH
2081-9275	BATTERY 18AH
INITIATING DEVICES	
4099-9004	STATION-LED, SA ADDR
2975-9178	BACKBOX MANUAL STATION
	4100-5451 4100-3109 4100-0644 4100-0634 4100-5131 4100-1329 4100-2320 VCC 4100-9610 41002152 4100-2300 4100-2300 4100-5401 4100-1292 4100-0644 4100-0634 4100-1252 4100-0011 4100-1252 4100-0011 4100-1288 4100-1279 MISC. HEADEND EQUIP SSU00460 2975-9446 2081-9281 2081-9296 2081-9275 INITIATING DEVICES 4099-9004



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QTY	MODEL NUMBER	DESCRIPTION
64	4098-9792	SENSOR BASE
41	4098-9714	PHOTO SENSOR
23	4098-9733	HEAT SENSOR
15	4098-9756	DUCT SENSOR HOUSING-4-WIRE
15	4098-9856	"SAMPLING TUBE 49"", PLASTIC"
15	2098-9806	REMOTE TEST STATION
	NOTIFICATION DEVICES	:
116	4906-9211	AMBER/CLEAR WHITE WALL MT VO
116	4905-9847	"""DUAL VO SKIRT 1.5"""" WHITE
150	49HFV-APPLC	HIFI SV APPLIANC ONLY CEILING
150	49SVC-CWFIRE	SV COVER CEIL WHITE FIRE
12	49HFV-APPLW	HIFI SPKR/VIS APPL ONLY WALL
12	49MP-SVWW	SV MOUNTING PLATE WALL WHITE
12	49SVC-WWFIRE	SV COVER WALL WHITE FIRE
141	49VOH-APPLCA-BA	VO APPLIANC ONLY CEIL AMBER BA
141	49VOC-CWALT	VO COVER, CEILING WHITE ALERT
9	49VO-WWF	VO Wall White FIRE
5	49AV-WWF	AV Wall White FIRE
50	49HF-APPLC	HIFI SPKR APPL ONLY CEILING
50	49SVC-CWS	SV COVER CEIL WHT SIMPLEX LOGO
10	49VO-APPLC	VO APPLIANCE ONLY CEILING
10	49VOC-CWF	VO COVER, CEILING WHITE FIRE
2	49VO-APPLW-O	VO Appliance Only Wall WP
2	49WPBB-AVVOWW	WP BACK BOX AV/VO WALL WHITE
2	49VOC-WWFIRE-O	VO COVER WALL WHITE FIRE WP
40	SSU00481	TCC BRKT 4SQ/KEY WAY 5 PACK
40	SSU00483	TCC 5" BOX, 2.75"D GLAV 5 PACK
	SPRINKLER MONITORIN	IG
30	4090-9001	SUPERVISED IAM
30	YJ1283	SINGLE GANG IAM BRACKET

ELEVATOR CONTROL

OVERVOLTAGE SUPPRESSOR

1 2081-9044



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QTY	MODEL NUMBER	DESCRIPTION
2	4090-9002	RELAY IAM
2	4090-9001	SUPERVISED IAM
2	YJ1283	SINGLE GANG IAM BRACKET
2	SSU-MR-101/C/R	RELAY 24V 120/230V SPDT 10A
2	4090-9802	COVER-ADDRESS MODULE SURFACE
2	SK0003	PREFAB ELEV RECALL (PRI, ALT, HAT, SHUNT TRIP)

ARENA AUDIO INTERFACE

1 4905-9816 ADDRESS. ADAPTER FOR SLC

PREACTION SYSTEM MONITORING

3 4090-9001 SUPERVISED IAM

3 YJ1283 SINGLE GANG IAM BRACKET

HVF FAN SHUTDOWN

4 4090-9002 RELAY IAM

DISTRICT PURCHASE

1 DPFA DP FIRE ALARM

SUBMITTAL FEES

DPSVC DP SVCS (PERMITS/FEES/BONDS)

PROFESSIONAL LABOR

DSGN LAB DESIGN LABOR
CAD LAB CAD LABOR

PM LAB PROJECT/CONSTRUCTION MGMT

COMM LAB COMMISSIONING LABOR

ALTERNATE - FIRE ALARM CATS

TRANS (CATS) (VOICE)

1	4100-9601	LOCAL MODE TRANSPONDER
1	41002162	INDICATOR ONLY 2 BAY SOLID
1	41007905	FACTORY BUILT-MAIN CONFIGURED
1	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	4100-5401	ES-PS POWER SUPPLY



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	MODEL	
QTY	NUMBER	DESCRIPTION
1	4100-5402	ES-XPS POWER SUPPLY
1	4100-0622	DIGITAL AUDIO RISER MODULE
2	4100-5451	IDNAC CARD
2	4100-0644	120V ES-PS PDM HARNESS
1	4100-0634	POWER DISTRIBUTION MODULE 120V
1	4100-7912	SEISMIC BRACKET LEGACY CARDS
2	4100-5131	ES-PS FAN MODULE
1	4100-2320	AUDIO EXPANSION BAY
1	4100-1329	DIG. 100W AMP,6NAC,120VAC,70V
	ANNUNCIATOR	
1	4603-9101	LCD ANNUNCIATOR
	ALT INITIATING DEVICES	s
8	4099-9004	STATION-LED, SA ADDR

4098-9733 HEAT SENSOR ALT NOTIFICATION DEVICES

10 4098-9792

4098-9714

40	49HFV-APPLC	HIFI SV APPLIANC ONLY CEILING
40	49SVC-CWFIRE	SV COVER CEIL WHITE FIRE
1	49HFV-APPLW	HIFI SPKR/VIS APPL ONLY WALL
1	49SVC-WWFIRE	SV COVER WALL WHITE FIRE
1	49MP-SVWW	SV MOUNTING PLATE WALL WHITE
36	4906-9211	AMBER/CLEAR WHITE WALL MT VO
36	4905-9847	"""DUAL VO SKIRT 1.5"""" WHITE
37	49VOH-APPLCA-BA	VO APPLIANC ONLY CEIL AMBER BA
37	49VOC-CWALT	VO COVER, CEILING WHITE ALERT
8	SSU00481	TCC BRKT 4SQ/KEY WAY 5 PACK
8	SSU00483	TCC 5" BOX, 2.75"D GLAV 5 PACK

SENSOR BASE

PHOTO SENSOR

ALT ELEVATOR CONTROL

1	4090-9002	RELAY IAM
1	4090-9002	RELAY IAM

4090-9802 COVER-ADDRESS MODULE SURFACE
 SSU-MR-201/C/R RELAY 20-32DC 24/120AC DPDT10A



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QTY	MODEL NUMBER	DESCRIPTION
1	4090-9001	SUPERVISED IAM

1 YJ1283 SINGLE GANG IAM BRACKET

I SK0003 PREFAB ELEV RECALL (PRI,ALT,HAT,SHUNT TRIP)

PROFESSIONAL LABOR

DSGN LAB DESIGN LABOR
CAD LAB CAD LABOR

PM LAB PROJECT/CONSTRUCTION MGMT

COMM LAB COMMISSIONING LABOR

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

Payment Options:

Johnson Controls Capital Funding Solutions

<u>Equipment Finance Agreement:</u> Allows for payment over time for products and installation costs, while maintaining ownership of assets. No down payment required.

As a Service Subscription: Covers costs of installation and services over time without ownership of assets. No upfront costs.

Final pricing subject to change based on credit approval, any applicable state/local taxes

For more information on Johnson Controls Capital funding solutions, please forward this proposal along with any questions to your sales representative and JCCapitalNA@jci.com.



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IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCl's discretion and requires final approval of a JCl authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement libe terminated and JCl's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, deposit for a minimum of 30% of the sell price, and the invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement. This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.					
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:					
PO is required to facilitate billing: NO: This signed contract satisfies requirement					
YES: Pleas	e reference this PO Number:				
AR Invoices are accepted via e-mail: YES: E-ma	il address to be used:				
NO: Please	submit invoices via mail				
NO: Please submit invoices via					
Offered By:	Accepted By: (Customer)				
Johnson Controls Fire Protection LP	Company:				
973 Beasley Street, Suite 100	Address:				
Lexington, KY 40505	Signature:				
Telephone: (859) 294-7233	Title:				
Representative:	Date:				
Email: william.fraley@jci.com					



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TERMS AND CONDITIONS (Rev. 9/22)

1. Payment and Invoicing. All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Customer via electronic delivery via EFT/ ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month. Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend

services or exercise any or all rights or remedies under this Agreement, Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for nonpayment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment. Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

- 2. Deposit. Unless prohibited by law, Customer agrees to pay a deposit for a minimum of 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.
- 3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year. Company may increase prices upon notice to the Customer.

All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/ or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement.

Prices in any quidition or proposal from Company are

amounts paid under this Agreement.
Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work, Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6.Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect. Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected. Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites,



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liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special. incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption: or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents. subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law. Company and Customer hereby agree to waive their right to make any claims against the other for any losses. including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by

Company, unless additional times are specifically described in this Agreement, Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT. ANY INSPECTION(AND, IF SPECIFIED, TESTING)PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE. REPIARS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENT WHATSOVER, NONR DOES IT INCLUDE THE COREECTION OF ANY DEFICIENCIES IDENTIFIES BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR FOLIPMENT FAILURE OCCURING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES. WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAM. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQIPMENT, COMPONENTS OR PART THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING AND PIPING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company

determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing backups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.
- 10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.
- 11. tructure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to



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support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

- 12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

 13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:
- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of

Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

14. COVID-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer

15. Occupational Health and Safety/OSHA
Compliance. Customer shall indemnify and hold
Company harmless from and against any and all
claims, demands and/or damages arising in whole or
in part from the enforcement of applicable laws
regarding occupational health and safety for work
performed in Canada or the Occupational Safety
Health Act for work performed by Company in the
United States. (and any amendments or changes
thereto) unless said claims, demands or damages are
a direct result of causes within the exclusive control of

- 16. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.
- 17. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).
- **18. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans,

specifications or construction schedule shall be invalid unless approved in writing by Company, Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required. 19. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or

- responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.
- 20. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.
- 21. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.
- 22. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card



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readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial us or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video

monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System. such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

25. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the

Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

26. Insurance. Customer shall name Company, its officers. employees, agents, subcontractors.

26. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

27. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform. Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above. Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence o equipment at Customer's premises or unavailability of

28. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii)) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or



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recover damages for breach of this Agreement, and
(v) recover all costs and expenses, including without
limitation reasonable attorneys' fees, in connection
with enforcing or attempting to enforce this
Agreement

29. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses

30. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

31. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable,

including, without limitation, acts of God, severe weather (including but not limited to hurricanes. tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services. Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

32. One-Year Claims Limitation; Choice of Law.
For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties

agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on forum non conveniens. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts. (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

- 33. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.
- 34. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.
- 35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.
- 36. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.
- 37. Software and Digital Services.Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and



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Software related professional services in effect from time to time at https://www.johnsoncontrols.com/ techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"); Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance. invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

38. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in

the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

39. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

40. Privacy. Company as: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. Company as: Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https:// www.iohnsoncontrols.com/privacy, Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law. Customer warrants and represents that it has obtained such consent.

41. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system. the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S.

Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710.License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

